

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

JASON GERNER

16 Colebrick Court
Shamong, New Jersey 08088,

Plaintiff,

vs.

**LIBERATION BEHAVIORAL HEALTH,
LLC**

90 West Afton Avenue, Yardley,
Pennsylvania 19067,

LBH HOLDINGS, LLC

251 Little Falls Drive, Wilmington, Delaware
19808,

and

THOMAS GREER

5555 Glenridge Connector, Suite 930,
Atlanta, Georgia 30342,

Defendants.

Docket No.: _____

CIVIL ACTION

**VERIFIED COMPLAINT
AND JURY DEMAND**

Plaintiff, Jason Gerner, by and through his attorneys, Subranni Zauber, LLC, hereby submits this Complaint against Defendants Liberation Behavioral Health, LLC, LBH Holdings, LLC, and Thomas Greer (collectively referred to as “**Defendants**”) and in support thereof, avers as follows:

PARTIES

1. Plaintiff, Jason Gerner (“**Plaintiff**” or “**Gerner**”), is a resident of the State of New Jersey, having an address at 16 Colebrick Court, Shamong, New Jersey 08088. Jason was the Chief

Executive Officer and a Board of Director for Liberation Behavioral Health until his unlawful termination.

2. Upon information and belief, Defendant, Liberation Behavioral Health, LLC (“**Liberation Behavioral**”), is a limited liability company organized and existing under the laws of the State of Delaware, having a principal place of business at 90 West Afton Avenue, Yardley, Pennsylvania 19067. Liberation Behavioral is engaged in the business of providing substance abuse rehabilitation and counseling services.

3. Upon information and belief, Defendant, LBH Holdings, LLC (“**LBH Holdings**”), a limited liability company organized and existing under the laws of the State of Delaware, having a principal place of business at 251 Little Falls Drive, Wilmington, Delaware 19808. Upon information and belief, LBH is the sole member of Liberation Behavioral.

4. Defendant Thomas Greer, (“Greer”) is the Director of LBH Holdings, and is a resident of the state of Georgia, having a business address at 5555 Glenridge Connector, Suite 930, Atlanta, Georgia 30342.

JURISDICTION AND VENUE

5. The jurisdiction of this Court is founded under diversity of citizenship pursuant to 28 U.S.C.S. § 1332. This matter in controversy exceeds the sum or value of \$75,000.00, exclusive of interests or costs and is between citizens of different states.

6. Venue properly lies in this Court because as more fully set forth below (1) the events giving rise to this causes of action asserted herein occurred in this federal district; (2) the Executive Employment Agreement described in this complaint concern real property that is situate in this federal district; and (3) if there is no other district in which an action may otherwise be brought as both Defendants principal places of business are different federal districts, this judicial

district as each Defendant is subject to the court's personal jurisdiction with respect to this action.
28 U.S.C. §1391.

FACTUAL BACKGROUND

A. Formation of Liberation Way, LLC

7. On August 13, 2014, Plaintiff, Dallas Fetterman (now deceased) ("Fetterman") and Branden Coluccio ("Coluccio"), along with other investors, formed Liberation Way, LLC ("Liberation Way") under the laws of the State of Delaware. They formed Liberation Way to provide substance abuse rehabilitation and counseling services.

8. On October 13, 2014, Plaintiff, Fetterman and Coluccio, along with other investors, formed Liberation Behavioral under the laws of the State of Delaware. They formed Liberation Behavioral to serve as a holding company. Liberation Way was a wholly-owned subsidiary of Liberation Behavioral.

9. By way of background, Gerner is a recovering addict. With the help of rehabilitation and counseling, Gerner was able to beat his addiction and decided to do everything in his power to help others do the same.

10. Gerner became a freelance counselor and dedicated the next ten (10) years to helping individuals who suffered from addiction in successfully rebuilding their lives.

11. In March of 2014, Gerner accepted a position as Vice President of Operations at Footprints to Recovery, a substance abuse rehabilitation and treatment center in Lakewood, New Jersey, which provided rehabilitation and counseling services to patients dealing with addiction. Gerner later took on the role of Chief Executive Officer.

12. While at Footprints, Gerner met Fetterman. They developed a friendship and discussed the possibility of starting their own rehabilitation center.

13. Gerner and Fetterman, together with the help of Coluccio, built a business plan to start their own rehabilitation facility culminating in the formation of Liberation Way and the opening of its first facility in Yardley, Pennsylvania in July 2015.

14. Shortly thereafter, Liberation Way opened two other facilities in Bala Cynwyd, Pennsylvania and Fort Washington, Pennsylvania.

15. As part of their agreement, the managing members of Liberation Way and Liberation Behavioral agreed that Gerner would manage the operations of all facilities and serve as Chief Operating Officer.

B. Sale of Liberation Way, LLC

16. Liberation Way's goal was to develop and provide a treatment system that not only encourages, but also challenges patients as they progress through the full continuum of care.

17. From the outset, Liberation Way was extremely successful, averaging about eighty (80) new patients per month, while maintaining an equivalent staff ratio.

18. In 2016, its first full year of operations, Liberation Way generated gross revenues of approximately \$10.6 million. The next year, 2017, Liberation Way more than doubled its profitability with gross revenues of approximately \$23 million.

19. In or about December 2017, the members of Liberation Way/Liberation Behavioral were approached about selling their interest in the business. After much thought, they agreed to sell a portion of their membership interests in Liberation Behavioral to LBH Holdco, a wholly-owned subsidiary of LBH Holdings.

20. As part of the sale, Gerner and the other members retained a thirty percent (30%) interest in Liberation Behavioral after the sale.

21. In furtherance of their agreement to sell, on or about December 11, 2017, Gerner entered into an Executive Employment Agreement (“Employment Agreement”). A true and correct copy of the Employment Agreement is attached hereto as **Exhibit A**.

22. Pursuant to Employment Agreement, Gerner was retained as Chief Executive Officer and a Board Member of Liberation Behavioral.

23. On May 14, 2018, Gerner was wrongfully terminated from his position at Liberation Behavioral/Liberation Way and a new CEO was appointed.

C. Breaches of the Employment Agreement

24. Since entering into the Employment Agreement, Defendants have failed to fulfill their obligations to Gerner.

25. Pursuant to the Employment Agreement, it was understood and agreed that Defendants would continue to employ Gerner as the Chief Executive Officer (“CEO”) and President of the Company.

26. Pursuant to the Employment Agreement, if Liberation Behavioral terminated the employment relationship “for cause” then Gerner’s employment compensation and benefits would cease as of the effective date of the termination.”

27. If Liberation Behavioral opted to terminate Gerner “without cause,” Gerner would be entitled to receive his base salary of \$350,000.00 and other consideration for a period of twelve (12) months as a severance.

28. In addition to Gerner’s base salary, the severance package would also include a continuation of all company health benefits and the annual cash bonus for the severance period.

29. However, the Employment Agreement provided that a Change in Control or CEO Change shall not be grounds for termination for “good reason.”

30. In the event of a proper CEO change, the Employment Agreement would terminate immediately.

31. The Employment Agreement specifically provides that:

Notwithstanding the foregoing, *if the Company or the Board* elect to remove the Executive from his position as the Chief Executive Officer of the Company, but permit him to maintain his position on the Board at the time of such removal, such change in title and in duties shall not constitute Good Reason hereunder.

32. By correspondence dated May 14, 2018, Greer, in his capacity as Director of LBH Holdings, notified Gerner via letter that his employment had been terminated due to a CEO change effective May 18, 2018. A true and correct copy of this letter is attached hereto as **Exhibit B**. The letter further advised that Gerner would remain a member of the Board of Liberation.

33. Despite his actions, Greer did not, and does not, have the authority to unilaterally effectuate a CEO Change, which requires a vote of the Board of Managers for Liberation Behavioral.

34. The Company (defined by the Employment Agreement as Liberation Behavioral) never elected to remove Gerner and effect a CEO Change.

35. As a member of the Board of Managers, Gerner never participated in a vote to remove himself from the position of CEO.

36. Thus, Gerner was terminated for Without Cause pursuant to paragraph 5(d)(i) of the Employment Agreement.

37. Accordingly, Gerner is entitled to receive his base salary of \$350,000.00 for the severance period, in addition to a continuation of all company health benefits and the annual cash bonus for the severance period.

38. One month later, on June 18, 2018, Greer advised Gerner that he would be removed from the Board of Managers for Liberation Behavior.

39. It is apparent Greer's actions in terminating Gerner's employment as CEO and then subsequently removing him from the Board of Managers just one month later is not a "CEO Change" as anticipated by the Employment Agreement. Instead, this is a wrongful termination and deprivation of benefits mutually agreed upon in the Employment Agreement.

40. To date, Defendants have failed and/or refused to give Gerner the benefits he was entitled to receive pursuant to the Employment Agreement.

41. As a direct and proximate result of Defendants' actions, Plaintiff has suffered and continues to suffer damages.

COUNT I
(Breach of Contract – Liberation Behavioral)

42. Plaintiff hereby incorporates the foregoing paragraphs as though the same were set forth herein at length.

43. Liberation Behavioral entered into the Employment Agreement with Plaintiff on December 11, 2017.

44. Plaintiff has performed all obligations as required by the Employment Agreement.

45. The Employment Agreement required that Gerner receive a Severance Package, as defined in the Employment Agreement, if Liberation Behavioral terminated Gerner's employment "without cause."

46. Liberation Behavioral breached the Employment Agreement when it attempted to terminate Gerner's employment by attempting to disguise a termination without cause as a CEO Change.

47. Despite its termination of Gerner without cause, Liberation Behavioral has failed and/or refused to fulfill its obligations under the Employment Agreement by providing Gerner with the benefits of the Severance Package.

48. Liberation Behavioral's actions cannot be cured as Liberation Behavioral has already hired Gerner's replacement.

49. Liberation Behavioral's breach of the Employment Agreement was wanton and willful.

50. As a direct and proximate result of Defendants' breach of Employment Agreement, Gerner has sustained monetary damages in a sum not less than Three Hundred Fifty Thousand Dollars (\$350,000.00).

WHEREFORE, Gerner demands judgment against Liberation Behavioral for:

- a. Actual, compensatory, punitive, consequential, incidental, nominal and expectation damages;
- b. Pre-judgment and post-judgment interest;
- c. Attorney's fees and costs; and
- d. Such other and further relief as the Court may deem just and proper.

COUNT II

(Breach of Implied Covenant of Good Faith and Fair Dealing – Liberation Behavioral)

51. Plaintiff hereby incorporates the foregoing paragraphs as though the same were set forth herein at length.

52. Liberation Behavioral entered into the Employment Agreement with Plaintiff on December 11, 2017.

53. Plaintiff has performed all obligations as required by the Employment Agreement.

54. Implied in every contract in Pennsylvania is the covenant of good faith and fair dealing which requires all parties to a contract to act and perform the terms of the contract in good faith as well as prohibits parties from doing anything that would destroy or injure the other party's right to receive the fruits of the contract.

55. The Employment Agreement required that Gerner receive a severance package if the Employment Agreement was terminated "without cause."

56. Liberation Behavioral breached the implied covenant of good faith and fair dealing when it terminated Gerner's employment without cause by attempting to disguise his termination as a CEO Change.

57. The fact that one month after attempting a CEO Change, Greer then asks for Gerner to resign as a member of the Board of Liberation evinces Liberation Behavioral's bad faith and its violation of the implied covenant of good faith and fair dealing.

58. Defendant's breach of the covenant of good faith and fair dealing was wanton and willful.

59. As a direct and proximate result of Defendants' violation of the covenant of good faith and fair dealing, Gerner has sustained monetary damages in a sum not less than Three Hundred Fifty Thousand Dollars (\$350,000.00).

WHEREFORE, Gerner demands judgment against Liberation Behavioral for:

- a. Actual, compensatory, punitive, consequential, incidental, nominal and expectation damages;
- b. Pre-judgment and post-judgment interest;
- c. Attorney's fees and costs; and
- d. Such other and further relief as the Court may deem just and proper.

COUNT III: TORTIOUS INTERFERENCE WITH CONTRACT
(LBH Holdings and Greer)

60. Plaintiff hereby incorporates the foregoing paragraphs as though the same were set forth herein at length.

61. Liberation Behavioral entered into the Employment Agreement with Plaintiff on December 11, 2017.

62. Greer, Director and Vice President of LBH Holdings, and LBH Holdings were aware a valid contract existed between Plaintiff and Liberation Behavioral.

63. Greer and LBH Holdings intentionally harmed Plaintiff by interfering with his contractual relationship with Liberation Behavioral when Greer, by and through LBH Holdings, sent Plaintiff the termination letter dated May 14, 2018.

64. There was no privilege or justification for Greer's and/or LBH Holdings' actions.

65. Furthermore, Greer had no authority to unilaterally terminate Plaintiff by effecting a CEO Change. The Employment Agreement provides that only the Board of Liberation Behavioral or the Company itself can effectuate a CEO Change. Neither LBH Holdings nor Greer are defined in the Employment Agreement as "the Board or the Company."

66. As a direct and proximate result of Defendants' interference with Gerner's contractual relationship with Liberation Behavioral, Gerner has sustained monetary damages in a sum not less than Three Hundred Fifty Thousand Dollars (\$350,000.00).

WHEREFORE, Gerner demands judgment against Greer and LBH Holdings for:

- a. Actual, compensatory, punitive, consequential, incidental, nominal and expectation damages;
- b. Pre-judgment and post-judgment interest;
- c. Attorney's fees and costs; and

d. Such other and further relief as the Court may deem just and proper.

Dated: July 6, 2018

SUBRANNI ZAUBER, LLC
Attorneys for Gerner, Jason Gerner

BY: /s/ Scott J. Good
WILLIAM P. RUBLEY (ID 207054)
SCOTT J. GOOD (I.D. 91774)
750 Route 73 South, Suite 307B
Marlton, New Jersey 08053
Telephone: (609) 347-7000
Facsimile: (609) 345-4545
wrubley@subranni.com
sgood@subranni.com

DEMAND FOR JURY TRIAL

Pursuant to Fed. R. Civ. P. 38, Gerner demands trial by jury in this action on all issues so triable.

BY: /s/ Scott J. Good
WILLIAM P. RUBLEY
SCOTT J. GOOD

Dated: July 6, 2018

CERTIFICATION PURSUANT TO Local RULE 5.1.3

I certify that confidential personal identifiers have been redacted from documents now submitted to the court and will be redacted from all documents submitted in the future in accordance with Rule 5.1.3.

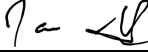
I declare under penalty of perjury that the foregoing is true and correct pursuant to 28 U.S.C.A. § 1746.

BY: /s/ Scott J. Good
SCOTT J. GOOD

Dated: July 6, 2018

VERIFICATION

I, JASON GERNER, the Gerner in the foregoing action, have read the foregoing Verified Complaint and declare under penalty of perjury that the foregoing is true and correct pursuant to 28 U.S.C.A. § 1746.

 7/5/2018 12:23:51 PM EDT

JASON GERNER

Dated: July __, 2018

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CASE MANAGEMENT TRACK DESIGNATION FORM

	:	CIVIL ACTION
	:	
v.	:	
	:	
	:	
	:	NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (X)

<u>7/6/2018</u> Date	<u>Scott J. Good</u> Attorney-at-law	<u>Jason Gerner</u> Attorney for
<u>856-985-3086</u> Telephone	<u>609-345-4545</u> FAX Number	<u>SGood@Subranni.com</u> E-Mail Address

**Civil Justice Expense and Delay Reduction Plan
Section 1:03 - Assignment to a Management Track**

- (a) The clerk of court will assign cases to tracks (a) through (d) based on the initial pleading.
- (b) In all cases not appropriate for assignment by the clerk of court to tracks (a) through (d), the plaintiff shall submit to the clerk of court and serve with the complaint on all defendants a case management track designation form specifying that the plaintiff believes the case requires Standard Management or Special Management. In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a case management track designation form specifying the track to which that defendant believes the case should be assigned.
- (c) The court may, on its own initiative or upon the request of any party, change the track assignment of any case at any time.
- (d) Nothing in this Plan is intended to abrogate or limit a judicial officer's authority in any case pending before that judicial officer, to direct pretrial and trial proceedings that are more stringent than those of the Plan and that are designed to accomplish cost and delay reduction.
- (e) Nothing in this Plan is intended to supersede Local Civil Rules 40.1 and 72.1, or the procedure for random assignment of Habeas Corpus and Social Security cases referred to magistrate judges of the court.

**SPECIAL MANAGEMENT CASE ASSIGNMENTS
(See §1.02 (e) Management Track Definitions of the
Civil Justice Expense and Delay Reduction Plan)**

Special Management cases will usually include that class of cases commonly referred to as "complex litigation" as that term has been used in the Manuals for Complex Litigation. The first manual was prepared in 1969 and the Manual for Complex Litigation Second, MCL 2d was prepared in 1985. This term is intended to include cases that present unusual problems and require extraordinary treatment. See §0.1 of the first manual. Cases may require special or intense management by the court due to one or more of the following factors: (1) large number of parties; (2) large number of claims or defenses; (3) complex factual issues; (4) large volume of evidence; (5) problems locating or preserving evidence; (6) extensive discovery; (7) exceptionally long time needed to prepare for disposition; (8) decision needed within an exceptionally short time; and (9) need to decide preliminary issues before final disposition. It may include two or more related cases. Complex litigation typically includes such cases as antitrust cases; cases involving a large number of parties or an unincorporated association of large membership; cases involving requests for injunctive relief affecting the operation of large business entities; patent cases; copyright and trademark cases; common disaster cases such as those arising from aircraft crashes or marine disasters; actions brought by individual stockholders; stockholder's derivative and stockholder's representative actions; class actions or potential class actions; and other civil (and criminal) cases involving unusual multiplicity or complexity of factual issues. See §0.22 of the first Manual for Complex Litigation and Manual for Complex Litigation Second, Chapter 33.

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
- United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

DESIGNATION FORM

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: 16 Colebrick Court, Shamong, New Jersey 08088
Address of Defendant: 90 West Afton Avenue, Yardley, Pennsylvania 19067
Place of Accident, Incident or Transaction: Yardley, Pennsylvania

RELATED CASE, IF ANY:

Case Number: _____ Judge: _____ Date Terminated: _____

Civil cases are deemed related when Yes is answered to any of the following questions:

- | | | |
|--|------------------------------|-----------------------------|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☐ is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: _____ Attorney-at-Law / Pro Se Plaintiff _____ Attorney I.D. # (if applicable) _____

CIVIL: (Place a ✓ in one category only)

A. Federal Question Cases:

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts
- ☐ 2. FELA
- ☐ 3. Jones Act-Personal Injury
- ☐ 4. Antitrust
- ☐ 5. Patent
- ☐ 6. Labor-Management Relations
- ☐ 7. Civil Rights
- ☐ 8. Habeas Corpus
- ☐ 9. Securities Act(s) Cases
- ☐ 10. Social Security Review Cases
- ☐ 11. All other Federal Question Cases

(Please specify): _____

B. Diversity Jurisdiction Cases:

- ☒ 1. Insurance Contract and Other Contracts
- ☐ 2. Airplane Personal Injury
- ☐ 3. Assault, Defamation
- ☐ 4. Marine Personal Injury
- ☐ 5. Motor Vehicle Personal Injury
- ☐ 6. Other Personal Injury (Please specify): _____
- ☐ 7. Products Liability
- ☐ 8. Products Liability - Asbestos
- ☐ 9. All other Diversity Cases

(Please specify): _____

ARBITRATION CERTIFICATION

(The effect of this certification is to remove the case from eligibility for arbitration.)

I, Scott J. Good, counsel of record or pro se plaintiff, do hereby certify:

☒ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:

☐ Relief other than monetary damages is sought.

DATE: 07/06/2018 Scott J. Good 91774
Attorney-at-Law / Pro Se Plaintiff Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

EXHIBIT A

Execution Copy

EXECUTIVE EMPLOYMENT AGREEMENT

This EXECUTIVE EMPLOYMENT AGREEMENT (this “*Agreement*”) dated as of December __, 2017 (the “*Effective Date*”), is entered by and between Liberation Behavioral Health, LLC, a Delaware limited liability company (the “*Company*”), and Jason Gerner (“*Executive*”). Each of the Company and Executive are a “*Party*,” and collectively, they are the “*Parties*.”

WHEREAS, all of the outstanding Units of the Company have been acquired by LBH Holdco Corp. (“*Purchaser*”) pursuant to that certain Unit Purchase Agreement by and among the Company, Executive, as a Member of the Company, the other Members of the Company, Branden Coluccio, as the Members’ Representative, LBH Holdings, LLC (“*Holdings*”) dated December __, 2017 (the “*Purchase Agreement*” and the closing thereof, the “*Transaction*”).

WHEREAS, the Company and Executive mutually desire to enter into an agreement containing the terms and conditions pursuant to which the Company will continue to employ Executive following the consummation of the transactions contemplated by the Purchase Agreement.

WHEREAS, Executive’s agreement to be bound by the terms of this Agreement is a condition to Purchaser’s and Holdings’ willingness to enter into the Purchase Agreement and to close the Transaction.

WHEREAS, as a result of the closing of the Transaction and execution of this Agreement, and in consideration for his execution of this Agreement (including the Restrictive Covenants), Executive will be eligible to receive substantial consideration to which he would not otherwise be entitled, including: (i) continued employment by the Company, (ii) increased salary and bonus opportunity hereunder, (iii) eligibility for severance and other benefits provided by this Agreement, and (iv) consideration received as a Member of the Company pursuant to the Purchase Agreement.

NOW THEREFORE, in consideration of the mutual covenants and mutual benefits, the Company and Executive agree as follows:

1. Representations and Warranties. Executive represents and warrants to the Company that Executive is not bound by any restrictive covenants or other obligations or commitments of any kind that would in any way prevent, restrict, hinder or interfere with Executive’s acceptance of continued employment under the terms and conditions set forth herein or the performance of all duties and services hereunder to the fullest extent of Executive’s ability and knowledge. Executive understands and acknowledges that he is not expected or permitted to use or disclose confidential information belonging to any prior employer in the course of performing his duties for the Company.

2. Term of Employment. The Company will employ Executive and Executive accepts employment by the Company on the terms and conditions herein contained for a period (the “*Employment Period*”) provided in Section 5.

3. Duties and Functions.

(a) Executive shall be employed as Chief Executive Officer and President of the Company and shall oversee, direct and manage the operations of the Company. Executive shall report to Holdings’ Board of Managers (the “*Board*”).

(b) Executive agrees to undertake the duties and responsibilities inherent in the position of Chief Executive Officer or President, which may encompass different or additional duties as may, from time to time, be assigned by the Board, and the duties and responsibilities undertaken by Executive may be altered or modified from time to time by the Board. Executive agrees to abide by the rules, regulations, instructions, personnel practices and policies of the Company and any change thereof which may be adopted at any time by the Company.

(c) During the Employment Period, Executive will devote his full time and efforts to the business of the Company and will not, without the consent of the Company, engage in consulting work or any trade or business for his own account or for or on behalf of any other person, firm or corporation that competes, conflicts or interferes with the performance of his duties hereunder in any way.

(d) It shall not be a violation of this Agreement for Executive to: serve on civic or charitable boards or committees; deliver lectures, fulfill speaking engagements or teach at educational institutions; or engage in personal investment activities, so long as such activities do not interfere with the performance of Executive's duties hereunder.

4. Compensation.

(a) Base Salary: As compensation for Executive's services hereunder, during Executive's employment as Chief Executive Officer and President, the Company agrees to pay Executive a base salary at an annual rate of not less than \$350,000, payable in accordance with the Company's normal payroll schedule but not less frequently than twice per month, or on such other periodic basis as may be mutually agreed upon. The Company may withhold from any amounts payable under this Agreement such federal, state or local taxes as shall be required to be withheld pursuant to any applicable law or regulation. Executive's salary shall be subject to annual review, based on corporate policy and contributions made by Executive to the enterprise.

(b) Bonus: Executive shall be eligible to receive an annual cash bonus award starting in calendar year 2018 with a target amount of up to thirty percent (30%) of Executive's then-current base salary, in any case, not less than fifteen percent (15%) upon achievement of targets determined by the Board. Such targets shall be set in writing no later than January 31 of each year by the Board, and shall be based upon the Company's achieving such revenue and EBITDA targets. The bonus shall be determined by the Board and paid annually within thirty (30) days after the receipt of the Company's audited financial statements for the prior year.

(c) Other Expenses: In addition to the compensation provided for above, the Company agrees to pay or to reimburse Executive during his employment for all reasonable, ordinary and necessary, properly documented, business expenses incurred in the performance of Executive's services hereunder in accordance with Company policy in effect from time to time; provided, however, that the amount available to Executive for such travel, entertainment and other expenses may require advance approval by the Board. Executive shall submit vouchers and receipts for all expenses for which reimbursement is sought.

(d) Paid Time Off: Executive shall be allowed four (4) weeks of paid time off per year. For purposes of calculating any accrued but unused paid time off, Executive shall be credited with one (1) week of paid time off for every three (3) months of active employment. Carryover of Executive's accrued vacation, if any, will be determined pursuant to the Company's normal vacation pay policies.

(e) Fringe Benefits. In addition to his compensation provided by the foregoing, Executive shall be entitled to the benefits available generally to Company employees pursuant to

Company programs which may now or, if not terminated, shall hereafter be in effect, or in any other or additional such programs that may be established by the Company, as and to the extent any such programs are or may from time to time be in effect, as determined by the Company and the terms hereof, subject to the applicable terms and conditions of the benefit plans in effect at that time. Nothing herein shall affect the Company's ability to modify, alter, terminate or otherwise change any benefit plan it has in effect at any given time, to the extent permitted by law.

5. Employment Period; Termination.

(a) Employment Period. The Employment Period shall commence on the Effective Date and shall continue until terminated as set forth in this Section 5.

(b) Termination By Executive. At any time during the Employment Period, Executive may terminate the employment relationship, with or without Good Reason (as defined below), by giving the Company written notice at least thirty (30) days prior to the effective date of termination. The Company, at its election, may (i) require Executive to continue to perform his duties hereunder for the full thirty (30) day notice period, or (ii) terminate Executive's employment at any time during such thirty (30) day notice period; provided that any such termination shall not be deemed to be a termination of Executive's employment by the Company without Cause.

(i) For Good Reason. If Executive terminates the employment relationship because of (A) a material reduction in Executive's duties (except as a result of, or incident to, a Change in Control or a CEO Change (as defined below)) provided that neither a change in Executive's position or title nor a change in the reporting hierarchy involving Executive, as approved by the Board, shall constitute Good Reason; (B) a reduction in Executive's then current base salary, other than an across the board reduction made to all of the Company's senior executives; or (C) the Company requiring Executive to relocate outside of a 30 mile commuting distance from Collingswood, New Jersey, subject, in each case, to notice requirement and opportunity to cure (collectively, "**Good Reason**"), then Executive shall receive the same compensation and benefits, subject to the same terms and conditions, as if his employment were terminated without Cause pursuant to Section 5(d) of this Agreement; provided, however, that Executive acknowledges and agrees that the circumstances described in this Section 5(b)(A) shall not constitute Good Reason for termination unless Executive first provides the Company with written notice of the perceived Good Reason for such termination within thirty (30) days of the occurrence of any such event, the Company fails to cure the perceived issue within thirty (30) days of receiving such notice from Executive, and Executive resigns within thirty (30) days of the Company's failure to cure the perceived issue. Notwithstanding the forgoing, if the Company or the Board elect to remove the Executive from his position as Chief Executive Officer of the Company, but permit him to maintain his position on the Board at the time of such removal, such change in title and change in duties shall not constitute Good Reason hereunder (the "**CEO Change**").

(ii) Without Good Reason. If Executive chooses to terminate the employment relationship without Good Reason, Executive will not be entitled to and shall not receive any compensation or benefits of any type following the effective date of termination, other than payment of base salary through the last day of employment, payment for any accrued but unused paid time off, and any right to continued benefits required by law.

(c) Termination By Company For Cause.

(i) At any time during the Employment Period, the Company may terminate Executive's employment for Cause (defined below), with such termination taking effect upon written notice of the termination for Cause being provided to Executive. If Executive's employment is

terminated for Cause, Executive will not be entitled to and shall not receive any compensation or benefits of any type following the effective date of termination, other than payment of base salary through the last day of employment, payment for any accrued but unused paid time off, and any right to continued benefits required by law.

(ii) “**Cause**” shall be defined as termination for: (A) a material breach of any fiduciary duty or material legal or contractual obligation to the Company that is not cured as provided in Section 5(c)(iii); (B) a willful and material failure to comply with any lawful directive of the Board; (C) gross negligence, insubordination or willful misconduct relating to the affairs of the Company resulting in material injury to the Company; (D) fraud, embezzlement, acts of dishonesty or a conflict of interest relating to the affairs of the Company, which conflict of interest is not disclosed to, and approved by, the Board; (E) conviction of or plea of guilty or *nolo contendere* to (x) any misdemeanor relating to the affairs of the Company or of any other crime involving dishonesty, moral turpitude or illegal drugs or (y) any felony; (F) threats, acts of violence or unlawful harassment in the workplace or in the course and scope of any business activity on behalf of the Company; (G) use of alcohol or drugs in violation of Company policy or that interferes with the performance of Executive’s duties, impacts the business of the Company or compromises the integrity and reputation of the Company; (H) confirmed conduct which demonstrates gross unfitness to serve or (I) failure to meet any performance objectives communicated by the Board to Executive in writing, including achievement of any Company budget as may have been previously approved by the Board.

(iii) Anything herein to the contrary notwithstanding, the Company shall give Executive written notice prior to terminating Executive’s employment based upon a material breach of this Agreement as described in Section 5(c)(ii)(A), setting forth the exact nature of any alleged breach and the conduct required to cure such breach. Executive shall have thirty (30) days from the giving of such notice within which to cure such breach if such breach is capable of cure.

(d) Termination By Company Without Cause.

(i) At any time during the Employment Period, the Company may terminate Executive without Cause, with such termination taking effect immediately upon written notice of the termination without Cause being provided to Executive. Subject to the conditions set forth in Section 5(d)(ii), if Executive’s employment is terminated by the Company without Cause, Executive shall continue to receive his base salary for the Severance Period; provided that a CEO Change shall not constitute a termination by the Company without Cause. For purposes of this Agreement, the “**Severance Period**” means a term of twelve (12) months following a termination without Cause. Such amounts of compensation paid during the Severance Period are referred to herein as the “**Termination Compensation**.” For the duration of the Severance Period or until Executive obtains alternate coverage from a subsequent employer (whichever is sooner), Executive’s Termination Compensation shall include continuation of all Company health benefits in effect as of the date of termination, or, at the Company’s discretion, reimbursement of Executive’s costs to continue such coverage under COBRA (the Consolidated Omnibus Budget Reconciliation Act) provided that Executive timely elects such COBRA coverage upon legally sufficient notice by the Company of his opportunity to do so.

(ii) Executive shall not be entitled to any Termination Compensation unless (A) Executive complies with all surviving provisions of any lawful non-competition agreement, non-solicitation agreement, confidentiality agreement or invention assignment agreement signed by Executive, including those contained in this Agreement (the “**Restrictive Covenants**”) and (B) Executive executes and delivers to the Company after a notice of termination a release in form and substance acceptable to the Company by which Executive releases the Company from any obligations and liabilities of any type whatsoever, except for the Company’s obligations with respect to the Termination Compensation (the

“**Release**”). Such release shall not affect Executive’s right to indemnification, if any, for actions taken within the scope of his employment. If the period during which Executive has discretion to execute or revoke the Release straddles two taxable years of Executive, then the Company shall pay the Termination Compensation starting in the second of such taxable years, regardless of which taxable year Executive actually delivers the executed Release to the Company. The Parties hereto acknowledge that the Termination Compensation to be provided under Section 5(d)(i) is to be provided in consideration for the above-specified release. If Executive breaches any of the Restrictive Covenants at any time during the Severance Period, (1) the Company will have no further obligation to pay Executive any unpaid Termination Compensation and (2) the Company may take any additional action to enforce its rights under the Restrictive Covenants.

(iii) Disqualification for Other Severance. The Termination Compensation described in this Section 5(d) is intended to supersede any other severance payment provided by any Company policy, plan or practice. Therefore, Executive shall be disqualified from receiving any severance payment under any other Company severance policy, plan or practice, if any.

(e) Termination for Executive’s Permanent Disability. To the extent permissible under applicable law, in the event Executive becomes permanently disabled during employment with the Company, the Company may terminate this Agreement by giving thirty (30) days’ notice to Executive of its intent to terminate, and unless Executive resumes performance of the duties set forth in Section 3 within five (5) days of the date of the notice and continues performance for the remainder of the notice period, this Agreement shall terminate at the end of the thirty (30) day period. For purposes of this Agreement, “permanently disabled” shall mean if Executive is considered totally disabled under any group disability plan maintained by the Company and in effect at that time, or in the absence of any such plan, under applicable Social Security regulations, to the extent not inconsistent with applicable law. In the event of any dispute under this Section 5(e), Executive shall submit to a physical examination by a licensed physician mutually satisfactory to the Company and Executive, the cost of such examination to be paid by the Company, and the determination of such physician shall be determinative. In the event Executive is terminated pursuant to this Section 5(e), Executive will not be entitled to and shall not receive any compensation or benefits of any type following the effective date of termination.

(f) Termination Due To Executive’s Death. This Agreement will terminate immediately upon Executive’s death and the Company shall not have any further liability or obligation to Executive, his executors, heirs, assigns or any other person claiming under or through his estate, except that Executive’s estate shall receive any accrued but unpaid salary and/or bonuses.

(g) Termination Due to CEO Change. In the event of a CEO Change, this Agreement will terminate immediately upon the date of such CEO Change and the Company shall not have any further liability or obligation to Executive, except that Executive shall receive any accrued but unpaid salary and/or bonuses. In addition, if at the time of such CEO Change, the Company and Executive agree that Executive will continue to provide services to the Company in a capacity other than as Chief Executive Officer, the Company and Executive will negotiate in good faith the compensation and other terms associated with such services with such agreed terms to be memorialized in a separate written agreement.

(h) Survival of Restrictive Covenants. Executive acknowledges and agrees that, following the termination of this Agreement and the Parties’ employment relationship, the obligations imposed on Executive with respect to non-competition, non-solicitation, confidentiality, non-disclosure and assignment of rights to inventions or developments in this Agreement or any other agreement executed by the Parties shall continue, regardless of the reason for such termination.

6. Company Property. All correspondence, records, documents, software, promotional materials, and other Company property, including all copies, which come into Executive's possession by, through or in the course of his employment, regardless of the source and whether created by Executive, are the sole and exclusive property of the Company, and immediately upon the termination of Executive's employment, or at any time the Company shall request, Executive shall return to the Company all such property of the Company, without retaining any copies, summaries or excerpts of any kind or in any format whatsoever. Executive shall not destroy any Company property, such as by deleting electronic mail or other files, other than in the normal course of his employment. Executive further agrees that should he discover any Company property or Confidential Information in his possession after the return of such property has been requested, Executive agrees to return it promptly to Company without retaining copies, summaries or excerpts of any kind or in any format whatsoever.

7. Non-Competition and Non-Solicitation.

(a) Executive agrees and acknowledges that, in connection with his employment with the Company (both before and following the Effective Date), he has been and will be provided with access to and has and will become familiar with confidential and proprietary information and trade secrets belonging to the Company. Executive further acknowledges and agrees that, given the nature of this information and trade secrets, it is likely that such information and trade secrets would likely be used or revealed, either directly or indirectly, in any subsequent employment with a competitor of the Company in any position comparable to the position he will hold with the Company under this Agreement. Accordingly, in consideration of his employment with the Company pursuant to this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, Executive agrees that, while he is in the employ of the Company and for eighteen (18) months following the end of his employment with the Company for any reason, he shall not, either on his own behalf or on behalf of any third party, except on behalf of the Company, directly or indirectly:

(i) own, manage, operate, join, control, finance or participate in the ownership, management, operation, control, or financing of, or be connected as a proprietor, partner, stockholder, officer, director, principal, agent, representative, joint venturer, investor, lender, consultant or otherwise with, or use or permit his name to be used in connection with, or provide services that are the same or substantially similar to those Executive provided to the Company for any business or enterprise engaged in business that is competitive in any material respect with the Company's business in any state in which the Company is engaged in business as of the date of termination/resignation. The foregoing restriction shall not be construed to prohibit the ownership by Executive as a passive investment of not more than two percent (2%) of any class of securities of any corporation which is engaged in any of the foregoing businesses having a class of securities registered pursuant to the Securities Exchange Act of 1934, as amended;

(ii) (A) solicit any customer with whom Executive had material contact for purposes of providing any products or services that are competitive in any material respect with the Company's business; (B) solicit any prospective customer with whom Executive had material contact for purposes of providing any products or services that are competitive in any material respect with the Company's business; and/or (C) persuade any customer or prospective customer of the Company with whom Executive had material contact to not begin to do business with the Company, to cease to do business with the Company, or to reduce the amount of business which any such customer has customarily done or actively contemplates doing with the Company; or

(iii) recruit, solicit, or induce, or attempt to induce, any employee, consultant, or agent of the Company or its affiliates with whom Executive had material interaction or directly or indirectly supervised to (A) terminate employment or otherwise cease their relationship with

the Company or its affiliates; or (B) work for any other person or entity engaged in business that is competitive in any material respect with the business of the Company.

(b) The Parties agree that the relevant public policy aspects of post-employment restrictive covenants have been discussed, and that every effort has been made to limit the restrictions placed upon Executive to those that are reasonable and necessary to protect the Company's legitimate interests. Executive acknowledges that, based upon his education, experience, and training, this non-compete provision will not prevent him from earning a livelihood and supporting himself and his family during the relevant time period. Executive further acknowledges and agrees that, in part as consideration for his agreement to be bound by the Restrictive Covenants set forth herein, he is receiving additional consideration beyond that to which he would have otherwise been entitled.

(c) If any restriction set forth in this Section 7 is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or geographic area, the Parties agree that it shall be interpreted to extend over the maximum period of time, range of activities or geographic area as to which it may be enforceable.

(d) The restrictions contained in Section 7 are necessary for the protection of the business and goodwill of the Company and/or its affiliates and are considered by Executive to be reasonable for such purposes. Executive agrees that any material breach of Section 7 will cause the Company and/or its affiliates substantial and irrevocable damage and therefore, in the event of any such breach, in addition to such other remedies which may be available, the Company shall have the right to seek specific performance and injunctive relief.

(e) The existence of a claim, charge, or cause of action by Executive against the Company shall not constitute a defense to the enforcement by the Company of the foregoing restrictive covenants.

(f) The provisions of this Section 7 shall apply regardless of the reason for the termination of Executive's employment.

8. Protection of Confidential Information.

(a) Executive agrees that all information, whether or not in writing, relating to the business, technical or financial affairs of the Company and that is generally understood in the industry as being confidential and/or proprietary information, is the exclusive property of the Company. Executive agrees to hold in a fiduciary capacity for the sole benefit of the Company all secret, confidential and/or proprietary information, knowledge, and data, including trade secrets, relating to the Company or any of its affiliates or their respective clients obtained during his employment with the Company, whether prior to or following the Effective Date ("**Confidential Information**"). Executive agrees that he will not at any time, either during the Employment Period or after its termination, disclose to anyone any Confidential Information, or utilize such Confidential Information for his own benefit, or for the benefit of third parties without written approval by an officer of the Company. Executive further agrees that all memoranda, notes, records, data, schematics, sketches, computer programs, prototypes, or written, photographic, magnetic or other documents or tangible objects compiled by him or made available to him during the his employment (whether prior to or following the Effective Date) concerning the business of the Company and/or its clients, including any copies of such materials, are and shall be the property of the Company and shall be delivered to the Company on the termination of his employment, or at any other time upon request of the Company.

(b) In the event Executive is questioned by anyone not employed by the Company or by an employee of or a consultant to the Company not authorized to receive such information, in regard to any Confidential Information or any other secret or confidential work of the Company, or concerning any fact or circumstance relating thereto, or in the event that Executive becomes aware of the unauthorized use of Confidential Information by any party, whether competitive with the Company or not, Executive will promptly notify an executive officer of the Company.

(c) Court-Ordered Disclosure. In the event that, at any time during his employment with the Company or at any time thereafter, Executive receives a request to disclose any Confidential Information under the terms of a subpoena or order issued by a court or by a governmental body, Executive agrees to notify the Company immediately of the existence, terms, and circumstances surrounding such request, to consult with the Company on the advisability of taking legally available steps to resist or narrow such request; and, if disclosure of such Confidential Information is required to prevent Executive from being held in contempt or subject to other penalty, to furnish only such portion of the Confidential Information as, in the written opinion of counsel satisfactory to the Company, Executive is legally compelled to disclose, and to exercise Executive's best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the disclosed Confidential Information.

(d) Defend Trade Secrets Act. Pursuant to the Defend Trade Secrets Act of 2016, Executive acknowledges that he shall not have criminal or civil liability under any federal or state trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, if Executive files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Executive may disclose the trade secret to his attorney and may use the trade secret information in the court proceeding, if he (X) files any document containing the trade secret under seal and (Y) does not disclose the trade secret, except pursuant to court order.

9. Intellectual Property.

(a) Disclosure of Inventions. Executive will promptly disclose in confidence to the Company all inventions, improvements, processes, products, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, Internet products and services, e-commerce products and services, e-entertainment products and services, databases, mask works, trade secrets, product improvements, product ideas, new products, discoveries, methods, software, uniform resource locators or proposed uniform resource locators ("URLs"), domain names or proposed domain names, any trade names, trademarks or slogans, which may or may not be subject to or able to be patented, copyrighted, registered, or otherwise protected by law (the "Inventions") that Executive makes, conceives or first reduces to practice or creates, or made, conceived, or first reduced to practice or created, either alone or jointly with others, during the period of his employment (whether before or following the Effective Date), whether or not in the course of his employment, and whether or not such Inventions are patentable, copyrightable or able to be protected as trade secrets, or otherwise able to be registered or protected by law.

(b) Assignment of Company Inventions; Work for Hire. Executive agrees that all Inventions that (i) are or were developed using equipment, supplies, facilities or trade secrets of the Company, (ii) result or resulted from work performed by him for the Company, or (iii) relate to the Company's business or current or anticipated research and development (the "Company Inventions"), will be and are the sole and exclusive property of the Company and are hereby irrevocably assigned by Executive to the Company from the moment of their creation and fixation in tangible media. Executive

further acknowledges and agrees that any copyrightable works prepared by him within the scope of his employment (whether prior to or following the Effective Date) are “works for hire” under the Copyright Act and that the Company will be considered the author and owner of such copyrightable works.

(c) Assignment of Other Rights. In addition to the foregoing assignment of Company Inventions to the Company, Executive hereby irrevocably transfers and assigns to the Company: (i) all worldwide patents, patent applications, copyrights, mask works, trade secrets and other intellectual property rights in any Company Invention; and (ii) any and all “Moral Rights” (as defined below) that Executive may have in or with respect to any Company Invention. Executive also hereby forever waives and agrees never to assert any and all Moral Rights Executive may have in or with respect to any Company Invention, even after termination of his work on behalf of the Company. “**Moral Rights**” means any rights to claim authorship of an Company Invention, to object to or prevent the modification of any Company Invention, or to withdraw from circulation or control the publication or distribution of any Company Invention, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a “moral right.”

(d) Assistance. Executive agrees to assist the Company in every proper way to obtain for the Company and enforce patents, copyrights, mask work rights, trade secret rights and other legal protections for the Company Inventions in any and all countries. Executive will execute any documents that the Company may reasonably request for use in obtaining or enforcing such patents, copyrights, mask work rights, trade secrets and other legal protections. His obligations under this Section will continue beyond the termination of his employment with the Company, provided that the Company will compensate him at a reasonable rate after such termination for time or expenses actually spent by him at the Company’s request on such assistance. Executive appoints the Secretary of the Company as his attorney-in-fact to execute documents on his behalf for this purpose.

10. Publicity; Non-disparagement. Executive shall not issue, without the written consent of the Company, any press release or make any public announcement with respect to this Agreement or the employment relationship between them, or the ending of such relationship. Following the date of this Agreement and regardless of any dispute that may arise in the future, Executive agrees that he will not disparage, criticize or make statements which are negative, detrimental or injurious to the Company or any of its Affiliates to any individual, company or client, including within the Company or within any of its Affiliates. The Company shall direct its senior executives not to make statements which are actually detrimental or injurious to the Executive unless required by applicable law.

11. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors and assigns. In the event the Company is acquired, is a non-surviving party in a merger, or transfers substantially all of its assets, this Agreement shall not be terminated and the transferee or surviving company shall be bound by the provisions of this Agreement. The Parties understand that the obligations of Executive are personal and may not be assigned by him.

12. Entire Agreement. This Agreement contains the entire understanding of Executive and the Company with respect to employment of Executive and supersedes any and all prior understandings, written or oral; provided that nothing in this Agreement shall supersede or modify the terms of the Purchase Agreement or any agreements required thereby, including any other agreement to which Executive is a party with the Company, Purchaser and/or Holdings related to non-competition, non-solicitation, confidentiality, non-disclosure and assignment of rights to inventions or developments. This Agreement may not be amended, waived, discharged or terminated orally, but only by an instrument in writing, specifically identified as an amendment to this Agreement, and signed by all Parties. By entering

into this Agreement, Executive certifies and acknowledges that he has carefully read all of the provisions of this Agreement and that he voluntarily and knowingly enters into said Agreement.

13. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be deemed severable from the remainder of this Agreement, and the remaining provisions contained in this Agreement shall be construed to preserve to the maximum permissible extent the intent and purposes of this Agreement.

14. Tax Consequences. Except as otherwise specifically provided in this Agreement, the Company will have no obligation to any Person entitled to the benefits of this Agreement with respect to any tax obligation any such Person incurs as a result of or attributable to this Agreement, including all supplemental agreements and employee benefits plans incorporated by reference therein, or arising from any payments made or to be made under this Agreement or thereunder.

15. Golden Parachute Excise Tax.

(a) Parachute Payments. If any payment or benefit Executive would receive pursuant to this Agreement or pursuant to any other agreement with the Company following a change in the ownership or effective control of the Company or change in the ownership of a substantial portion of the assets of the Company (which change, as further defined in Section 280G of the Code and regulations promulgated thereunder (“**Section 280G**”), is referred to herein as a “**Change in Control**”) from the Company or otherwise (“**Payment**”) would (i) constitute a “parachute payment” within the meaning of Section 280G, and (ii) but for this Section, be subject to the excise tax imposed by Section 4999 of the Code (the “**Excise Tax**”), then such Payment shall be reduced to the Reduced Amount. The “**Reduced Amount**” shall be either (x) the largest portion of the Payment that would result in no portion of the Payment being subject to the Excise Tax, or (y) the largest portion, up to and including the total, of the Payment, whichever amount, after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate), results in Executive’s receipt, on an after-tax basis, of the greater amount of the Payment notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. If a reduction in payments or benefits constituting “parachute payments” is necessary so that the Payment equals the Reduced Amount, reduction shall occur in the following order: (1) cash payments, in the following order: (a) first, severance payments under this Agreement, (b) second, severance payments under any other agreement with the Company and (c) third, any other cash payments under any of the foregoing agreements; (2) cancellation of the acceleration of vesting of stock options, restricted stock, restricted stock units or any other awards that vest based on attainment of performance measures; (3) cancellation of the acceleration of vesting of stock options, restricted stock and restricted stock units or any other awards that vest only based on Executive’s continued service to the Company, taking the last ones scheduled to vest (absent the acceleration) first, and (4) other non-cash forms of benefits.

(b) Calculations. The foregoing calculations will be performed at the expense of the Company by a nationally recognized accounting firm (the “**Accounting Firm**”) selected by the Company. The Company will direct the Accounting Firm to submit its determination and detailed supporting calculations to both the Company and Executive within thirty (30) calendar days after the Change in Control, the date of termination, if applicable, and any such other time or times as may be reasonably requested by the Company or Executive. If the Accounting Firm determines that no Excise Tax is payable with respect to a Payment, either before or after the application of the Reduced Amount, it shall furnish the Company and Executive with an opinion reasonably acceptable to Executive that no Excise Tax will be imposed with respect to such Payment. Any good faith determinations of the Accounting Firm made hereunder shall be final, binding and conclusive upon the Company and Executive.

16. Section 409A.

(a) This Agreement is intended to comply with, or otherwise be exempt from, Section 409A of the Internal Revenue Code of 1986, as amended (the “**Code**”) and any regulations and Treasury guidance promulgated thereunder (“**Section 409A of the Code**”). If the Company determines in good faith that any provision of this Agreement would cause Executive to incur an additional tax, penalty, or interest under Section 409A of the Code, the Company and Executive shall use reasonable efforts to reform such provision, if possible, in a mutually agreeable fashion to maintain to the maximum extent practicable the original intent of the applicable provision without violating the provisions of Section 409A of the Code or causing the imposition of such additional tax, penalty, or interest under Section 409A of the Code. The preceding provisions, however, shall not be construed as a guarantee by the Company of any particular tax effect to Executive under this Agreement.

(b) For purposes of Section 409A of the Code, the right to a series of installment payments under this Agreement shall be treated as a right to a series of separate payments. In no event may Executive, directly or indirectly, designate the calendar year of payment.

(c) With respect to any reimbursement of expenses of, or any provision of in-kind benefits to, Executive, as specified under this Agreement, such reimbursement of expenses or provision of in-kind benefits shall be subject to the following conditions: (1) the expenses eligible for reimbursement or the amount of in-kind benefits provided in one taxable year shall not affect the expenses eligible for reimbursement or the amount of in-kind benefits provided in any other taxable year, except for any medical reimbursement arrangement providing for the reimbursement of expenses referred to in Section 105(b) of the Code; (2) the reimbursement of an eligible expense shall be made no later than the end of the year after the year in which such expense was incurred; and (3) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit.

(d) “Termination of employment,” “resignation,” or words of similar import, as used in this Agreement means, for purposes of any payments under this Agreement that are payments of deferred compensation subject to Section 409A of the Code, Executive’s “separation from service” as defined in Section 409A of the Code.

(e) If a payment obligation under this Agreement arises on account of Executive’s separation from service while Executive is a “specified employee” (as defined under Section 409A of the Code and determined in good faith by the Company), any payment of “deferred compensation” (as defined under Treasury Regulation Section 1.409A-1(b)(1), after giving effect to the exemptions in Treasury Regulation Sections 1.409A-1(b)(3) through (b)(12)) that is scheduled to be paid within six (6) months after such separation from service shall accrue without interest and shall be paid within 15 days after the end of the six-month period beginning on the date of such separation from service or, if earlier, within 15 days after the appointment of the personal representative or executor of Executive’s estate following his death.

17. Governing Law; Forum Selection. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to the principles of conflicts of law thereof. In any action or proceeding brought with respect to or in connection with this Agreement, the Parties hereby irrevocably agree to submit to the jurisdiction and venue of the state or, to the extent jurisdictional requirements are met, federal courts located in Pennsylvania. The Parties agree that any action or proceeding in connection with this Agreement shall be brought exclusively in the state or, to the extent jurisdictional requirements are met, federal courts located in the Eastern District of Pennsylvania.

18. Notices. Any notice provided for in this Agreement shall be provided in writing. Notices shall be effective from the date of service, if served personally on the Party to whom notice is to be given, or on the second day after mailing, if mailed by first class mail, postage prepaid. Notices shall be properly addressed to the Parties at their respective addresses or to such other address as either Party may later specify by notice to the other.

19. Indemnification. The Company shall indemnify and hold harmless Executive for any liability to any third-party incurred by reason of any act or omission performed by Executive while acting in good faith on behalf of the Company and within the scope of the authority of Executive pursuant to this Agreement and under the rules and policies of the Company, except that Executive must have in good faith believed that such action was in the best interest of the Company and such course of action or inaction must not have constituted gross negligence, fraud, willful misconduct, or breach of a fiduciary duty.

20. Miscellaneous.

(a) No delay or omission by the Company in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

(b) The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

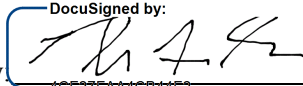
(c) The language in all parts of this Agreement will be construed, in all cases, according to its fair meaning, and not for or against either Party hereto. The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party will not be employed in the interpretation of this Agreement.

(d) The obligations of Company under this Agreement, including its obligation to pay the compensation provided for in this Agreement, are contingent upon Executive's performance of Executive's obligations under this Agreement.

[Signatures Begin on the Following Page]

IN WITNESS WHEREOF, each of the Parties hereto has caused this Employment Agreement to be duly executed and delivered under seal, by its authorized officers or individually, on the Effective Date.

Liberation Behavioral Health, LLC

By  DocuSigned by:
4CF27FAA4CB44F2...
Name: Thomas L. Greer
Title: Vice President

Jason Gerner

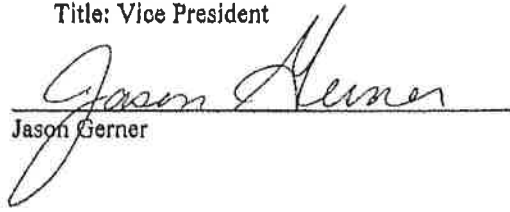
IN WITNESS WHEREOF, each of the Parties hereto has caused this Employment Agreement to be duly executed and delivered under seal, by its authorized officers or individually, on the Effective Date.

Liberation Behavioral Health, LLC

By: _____

Name: Thomas L. Greer

Title: Vice President



Jason Gerner

EXHIBIT B

Liberation Behavioral Health, LLC
90 W. Afton Avenue
Yardley, PA 19067

May 14, 2018

Via Email and FedEx

Jason Gerner
16 Colebrick Court
Shamong, NJ 08088
jason@liberationbehavioralhealth.com

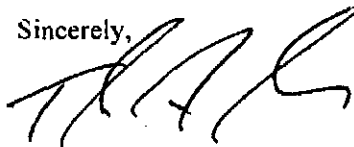
Re: Notice of CEO Change

Jason:

Pursuant to our recent discussion, this letter serves as notice that your employment agreement with Liberation Behavioral Health, LLC, a Delaware limited liability company (the "Company"), has been terminated as a result of a CEO Change (as defined in that certain Executive Employment Agreement by and between you and the Company, dated December 11, 2017 (the "Employment Agreement")) effective on May 18, 2018 ("CEO Change Date"). As a result of the CEO Change, Andrew Rothermel is now the Chief Executive Officer of LBH Holdings, LLC ("Parent") and each of its direct and indirect subsidiaries. We look forward to your continued service on the Parent's Board of Managers.

Thank you for your service to the Company. Please contact me with any questions regarding this letter.

Sincerely,



Thomas L. Greer
Director and Vice President of LBH Holdings, LLC